

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 / 6		
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">05 May 00</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">N/A</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <div style="text-align: center;">CODE</div> DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL – LIBBY BROWN; LAURA WELSH; PAT WILKINSON (DESC-AEP) JEANNINE FAIRLY; KATHERINE KARL; KAREN YANKOSKY (DESC-AWP) PHONE - (703) 767-8565/8538/8545 FAX 703-767-8757 (703) 767-8563/8589/8558 P.P. 7.1,7.2, 7.3, 7.4 EMAIL: lebrown@desc.dla.mil lwelsh@desc.dla.mil pwilkinson@desc.dla.mil jfairly@desc.dla.mil kkarl@desc.dla.mil kyankosky@desc.dla.mil			SCO600		7. ADMINISTERED BY (If other than Item 6) <div style="text-align: center;">CODE</div> SCO600		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code) Phone: _____ Fax: _____ E-Mail: _____ DUNS: _____ Cage Code: _____ Bidder Code: _____				X	9a. AMENDMENT OF SOLICITATION NO. <div style="text-align: center;">SP0600-00-R-0075</div>		
					9b. DATED (SEE ITEM 11) <div style="text-align: center;">April 11, 2000</div>		
					10a. MODIFICATION OF CONTRACT/ORDER NO.		
					10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority):							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
See pages 2 – 6.							
The closing date for receipt of offers remains May 11, 2000, at 3:00pm local time, Fort Belvoir, VA.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

The following changes, corrections, and additions are hereby incorporated into Solicitation SP0600-00-R-0075.

Technical Experience Form (Attachment II):

The following Local Distribution Companies (LDCs) were inadvertently omitted from the Technical Experience Form:

- (1) Pacific Gas & Electric (PG&E)
- (2) Dayton Power & Light

Offerors may pen & ink the changes on their technical experience form or download an updated version of the technical experience form from the DESC website: <http://www.desc.dla.mil/main/a/gas/sol75.htm>

Consumption Data (Attachment VI):

Clarification on consumption data: For the two-year requirements, it is noted that the monthly quantities listed in the consumption data are doubled to account for the total two-year quantity estimate. Therefore, for the two-year requirements only, offerors should divide the quantity in half to come up with an estimate for the "monthly" consumption requirement.

Note revisions:

- A. Note 12 contained on page 11 of Solicitation SP0600-00-R-0075 under Clause B1.06, SUPPLIES TO BE FURNISHED, is revised to eliminate the reference to HUBZone Small Businesses. Refer to FAR 52.219-4 (full text included in this amendment) for the price evaluation preference (PEP) applicable to HUBZone Small Businesses. It is noted that the HUBZone PEP would apply to both Department of Defense and Federal Civilian Agency requirements. Therefore, Note 12 is hereby revised to read as follows:

***Note 12:** Application of 10% Evaluation Preference: If a responsible Small Disadvantaged Business (SDB) concern proposes to provide product from a small domestic business producer and elects not to waive the 10% evaluation preference applicable to Federal Civilian Agency installations (or non-Department of Defense (DoD) installations), the evaluation preference will be applied only to the non-DoD sub-line item locations supported by the line item.*

- B. On page 145 of the solicitation, the reference to "Northwest Wyoming" in Note 432 for Line items 4009 and 4010 is hereby corrected to read "Northwest Domestic."

Clause Changes:

- A. The following "Incorporated By Reference" clauses are hereby included in full text for completion by Small Disadvantaged and HUBZone Small Business:

- (1) Clause I238.02, NOTICE OF EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
- (2) Clause I240.01, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I)(OCT 1998)

- B. The following clause is hereby added to Solicitation SP0600-00-R-0075:

- (1) Clause I87, OBLIGATION TO ORDER WHEN AN SDB PRICE DIFFERENTIAL APPLIES (DEC 1991) DLAD
- (2) Clause I174.07, SUPPLY COMMITMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SDB PEA)(NATURAL GAS)(DESC MAR 1999). This clause is applicable to Small Disadvantaged Businesses who claim the evaluation preference.

C. The following clause is hereby **added** to the list of clauses incorporated by reference under Clause I1.20-1. A complete package of the clauses “incorporated by reference” into Solicitation SP0600-00-R-0075 may be viewed and/or downloaded from the DESC Natural Gas Home Page Website: <http://www.desc.dla.mil/main/a/gas/sol75.htm>.

- (1) Clause I171.01-1, UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FEB 2000)

D. The following clause is hereby **deleted** from Solicitation SP0600-00-R-0075:

- (1) Clause B701, CONTRACT PRICE VARIATIONS (NATURAL GAS)(DESC MAR 1999)

Delivery Schedule Changes:

A. Northeast Region

- (1) The delivery period for Naval Station Newport, RI (Line Item 1024, refer to pages 32-33 of the solicitation) is scheduled to commence **November 01, 2000**, in lieu of October 01, 2000. Dependent upon the pricing scenario that is awarded, the delivery period will end October 31, 2001 (price scenario 1024-1) or October 31, 2002 (pricing scenario 1024-2).

I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.



[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.
(FAR 52.219-4)

THE FOLLOWING CLAUSE APPLIES ONLY TO FEDERAL CIVIL ITEMS CONTAINED IN THE NON-SET-ASIDE PORTION OF THIS ACQUISITION.

I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1998)

(a) **DEFINITIONS.** As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) EVALUATION ADJUSTMENT.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DoD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DoD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) **WAIVER OF EVALUATION ADJUSTMENT.** A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.



[] Offeror elects to waive the adjustment.

(d) AGREEMENTS.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract personnel will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alt I)

187 OBLIGATION TO ORDER WHEN AN SDB PRICE DIFFERENTIAL APPLIES (DEC 1991) DLAD

Notwithstanding any other provisions of this contract, the Government is not obligated to order items under this contract when the statutory authority has expired for a price differential reflected in the price of the item.

(DLAD 52.219-9001)

**II74.07 SUPPLY COMMITMENTS FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SDB PEA)
(NATURAL GAS) (DESC MAR 1999)**

(a) This clause applies only to Federal Civilian items that may be contained in this acquisition.

(b) In order to comply with statutory small disadvantaged business requirements, an offeror who certifies as a Small Disadvantaged Business (SDB) and who requests the price evaluation adjustment described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause must propose to furnish direct supply natural gas from a well owned and operated by a small domestic producer(s), which is defined by the Small Business Administration to include all affiliates and subsidiaries. Intermediaries and middlemen, such as other suppliers and marketers, regardless of size, are not allowed.

(c) Prior to award and during contract performance, the offeror must clearly demonstrate a direct relationship between the natural gas well(s) owned and operated by a domestic small business producer and the offeror. In accordance with the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS clause, the offeror meeting the criteria in paragraph (b) above must submit with its initial offer a supply commitment letter (which may be contingent upon award) from a domestic small business producer(s) to be utilized during contract performance. The supply commitment letter shall specifically state that product delivered in support of the set-aside line item (or 10 percent adjustment) shall be product originating from the domestic small business producer's own well, as well as an affirmative statement that the documentation required by paragraph (d) below shall be provided to the Contractor for submission to the Contracting Officer on a monthly basis. Pools are allowed only if it is clearly demonstrated prior to award that all producers in the pool are domestic small businesses and the offeror has a direct relationship with the small business pool aggregator. Failure to provide such documentation will make the offeror nonresponsible and ineligible for award.

(d) The name(s) and address(es) of all approved domestic small business producers shall be incorporated into the contract award document.

(e) If circumstances are such that, during the term of this contract, a previously approved small business producer as designated in the award document will no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer of the name and address of the replacement small business producer for approval by the Contracting Officer.

(f) Failure to accomplish any of the following may constitute grounds for terminating the contract for default:

(1) Failure to obtain approval of a replacement small business producer;

(2) Failure to submit the documentation required by paragraph (d), above; or

(3) Failure to comply with the statutory requirement that all natural gas delivered under the set-aside line item (or 10 percent adjustment) shall be from a well owned and operated by a domestic small business producer(s).

(g) Termination under this clause shall not constitute a waiver of the Government's rights under law or provided elsewhere in this contract.

(DESC 52.219-9F41)